



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES. This Contract is between the Utah State Tax Commission ("Commission") on behalf of the Utah Alternative Dispute Resolution (ADR) Council, Agency Code 120, and the following contractor:

CommUnity Resolution Inc.
2915 East Oakhurst Drive
Salt Lake City, Utah 84108

046062
CONTRACT NUMBER

Michele Straube
Contact Person

801-583-6362
Phone Number

876575903
Federal ID#

94735A
Vendor Number

99005000000
Commodity Code(s)

LEGAL STATUS OF CONTRACTOR: For-Profit Corporation

2. GENERAL PURPOSE OF CONTRACT: To provide an Alternative Dispute Resolution Program.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid #RM3128, Requisition #120 3ADM0000005, FY2003.
4. CONTRACT PERIOD: Effective date: 06/01/03. Termination date: 05/31/04 unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): two- one-year, or as funds allow.
5. CONTRACT COSTS: CONTRACTOR may be paid a maximum of: \$70,000.00 for costs authorized by this contract.
6. ATTACHMENT A: State of Utah, Standard Terms and Conditions.
ATTACHMENT B: Utah State Tax Commission/ Utah ADR Council Standard Terms and Conditions.
ATTACHMENT C: RFP RM3128
ATTACHMENT D: Contractor-submitted Cost Analysis.
ATTACHMENT E: Project Work Plan/ Scope of Work.
- Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- A. All other government laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
 - B. Utah State Procurement Code and Procurement Rules.
 - C. Contractor-submitted technical proposal.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature Date

Palmer DePaulis, ADR Council Chairman Date

Contractor's Name

Budget Officer Date

Title

Contract Officer Date

Rodney G. Marrelli, Executive Director Date
Utah State Tax Commission

Director, Division of Purchasing Date

Phyllis Robins 801-297-3864
Agency Contact Person Telephone Number

Division of Finance Date

SECTION 1.0 INTRODUCTION AND METHOD OF PROCUREMENT

1.1 OVERVIEW

1.1.1 Background

The Office of the Governor desires to establish statewide alternative dispute resolution (ADR) programs for all of the State of Utah's agencies. Toward that end, the Governor's ADR Council ("Council") has approved two pilot programs, one with the Utah Career Service Review Board, and one with the Department of Human Services, Office of Licensing.

1.1.2 Purpose

The purpose of this Request for Proposals (RFP) is to solicit competitive proposals from responsive, responsible, and financially sound individuals or organizations that will provide technical assistance in the design, development, and implementation of ADR projects for the State of Utah ("STATE"). Additionally, the selected contractor will provide technical expertise and facilitate a participative design process with affected agencies to design and develop ADR pilot programs under the direction of the Council.

1.1.3 Authority

This RFP is issued under the authority of Utah Code Annotated, Title 63, Chapter 56, Utah Procurement Rules and Council policy. All prospective contractors are charged with presumptive knowledge of the cited authorities. The submission of proposals by a prospective contractor shall constitute admission of such knowledge on the part of such prospective contractor. Any proposal submitted by a prospective contractor which fails to meet all published requirements of the cited authorities may, at the option of the Council, be rejected without further consideration.

1.1.4 Contract Term

The Council intends to award a one year, fixed-price contract funded from a private grant. The contract includes renewal options contingent upon the availability of funding. In no case will the contract, including all renewals, exceed three years. The contract for the technical services as specified in this RFP will commence May 19, 2003 and conclude May 18, 2004. The optional extensions, exercised at the Council's discretion, may extend the contract term to May 18, 2006. The Council reserves the right at any time to negotiate for additional services not contained in the original or previous renewal contracts. The contract term will include the initial period required for the contractor to conduct any start-up activities as may be necessary. All costs incurred by the contractor for the start-up period will be included in the fixed price proposal. The total fixed price analysis quoted in the offeror's price proposal will be firm and binding. However, pursuant to §R33-3-702 (3), Utah Administration Code, a price adjustment may be granted by the Council in the event of an increase in the scope of work. No reimbursement shall be provided or services not pre-approved by the Council.

1.1.5 Contract Management & Project Administration

Mr. Palmer DePaulis, Chair of the ADR Council, will serve as Project Manager for the Contract to oversee the day-to-day activities of the contractor, to ensure contract performance and adherence to schedules. All contractor-submitted invoices must receive approval by the Project Manager prior to processing and payment.

Any contract awarded as a result of this RFP shall be managed by the Contract Officer of the Utah State Tax Commission on behalf of the Council. The Contract Officer shall be responsible for contractor adherence to the terms and conditions of the contract, any disputes that may arise out of performance of the contract, contract amendments, renewals, etc.

1.1.6 RFP Organization

This RFP is organized into five sections plus appendices and attachments. These Sections are:

SECTION 1 - Introduction and Method of Procurement

Provides offerors with general information on the objectives of this RFP and the procurement process and rules which will be followed;

SECTION 2 - Reserved;

SECTION 3 - Statement of Work

Provides offerors with a general description of the services to be performed;

SECTION 4 - Proposal Requirements

Provides offerors with instructions on format, content, and pricing analysis requirements; and,

SECTION 5 - Proposal Evaluation

Summarizes how proposals will be evaluated by the Council staff.

The following attachments are also included and made a part of this RFP and will become part of any contract awarded as a result of this procurement process:

Attachment A - Standard Terms and Conditions;

Attachment B – Utah ADR Council Contract Standard Terms and Conditions.

Though easily identified, Attachments may not be distributed nor received in alphabetical order

1.2 PROCUREMENT APPROACH

1.2.1 Legal Basis

Provisions of this RFP and subsequent contract are pursuant to the authority set forth in Utah Code Annotated, Title 63, Chapter 56, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

1.2.2 Procurement Methodology

The major steps of the procurement approach are as follows:

The proposals shall be submitted in two distinct parts, technical proposal and price proposal, and shall be delivered at the same time. Each packet shall be separately bound and labeled as either the technical or the price proposal. The technical proposal will be evaluated first using a pass/fail evaluation of mandatory submission requirements followed by a point-scored evaluation based on the evaluation criteria outlined in Section 5. The price proposal will be opened and scored after all technical proposals are evaluated.

The Council will rank the proposals based upon the combined technical and price proposal scores. Following this determination, the Council's Purchasing Agent will immediately submit the proposal evaluation documentation to the Council's Contract Officer for review and approval.

1.2.3 Procurement Schedule

The following schedule is expected to be adhered to during the procurement period:

Issuance of RFP	April 10, 2003
Written Question Due	April 18, 2003 - 2:00 Mountain Time
Proposals Due	April 29, 2003 – 3:00 Mountain Time
Oral Presentations	May 5 – May 9, 2003
Anticipated Contract Start	May 19, 2003

1.3 PROCUREMENT PROCESS

1.3.1 Procurement Administration

The State of Utah, Department of Administrative Services, Division of Purchasing will act as Issuing Office for the procurement process on behalf of the Council. Ms. Phyllis Robins is responsible for the procurement process in conjunction with the Department of Administrative Services, Division of Purchasing.

1.3.2 Letter of Intent

Prospective offerors are not required to submit a letter of intent to submit a proposal. However, written questions in response to this RFP will accepted and should be addressed to:

Ms. Phyllis Robins
Purchasing Agent
Utah State Tax Commission
210 No.1950 W.
Salt Lake City, Utah 84134
FAX (801) 297-3802 or E-Mail probins @utah.gov

If faxed, the questions must be on the offeror's official business letterhead and must be signed by an individual authorized to commit the company to the work proposed. Submission of questions is not binding on the prospective offeror to submit a proposal. Questions must be submitted no later than 2:00pm, MT April 18, 2003, at the address, Fax number or E-mail listed above. Late questions or improperly submitted questions will not be answered.

Answers to questions will be posted on the State of Utah, Division of Purchasing web page, in the form of an addendum. The web address is: www.purchasing.utah.gov . Click on current bids and scroll down to the appropriate bid number.

1.3.3 Offerors' Conference

An Offeror's Conference will not be held. In lieu of a conference, offerors are strongly urged to review materials available and to submit written questions.

Written questions should be submitted to the Purchasing Agent at the business address specified in Subsection 1.3.2. Written responses to questions without identification of the source of the question will be posted to the State of Utah web site listed above. Offerors should clearly understand that only the answers issued under RFP Addenda are the official position of the Council and will become part of the subsequent contract. The Council will not accept verbal questions from offerors. Such questions and /or communications initiated by any prospective offeror may constitute a violation of Subsection 1.4.1 of the

RFP. If requested, the answers to the questions may be presented to prospective offerors by return E-Mail. However, this request must be made with the submission of any questions.

1.3.4 Procurement Library

A procurement library will not be established. The Council believes that all pertinent information is contained in the RFP; prospective offerors are encouraged to submit questions in event clarifications or additional information is required.

1.3.5 RFP Addenda

The State reserves the right to amend the RFP prior to the closing time and date for receipt of proposals. Extensions to the proposal due date and time may be provided to all potential offerors if any addendum is deemed to have significant impact on the preparation of proposals.

NOTE: All RFP addenda shall be published on the web site listed in Section 1.3.2 of this RFP and it shall be the responsibility of the prospective offerors to visit the web site often. No other transmission of RFP addenda will be provided.

1.3.6 Proposal Submission

Each proposal must be submitted in an original and 8 copies , *and one electronic copy* including the transmittal letter. The electronic copy should be submitted on a 3 ½" diskette or CD with text in Microsoft Word®. Facsimile proposals will not be considered. All proposals must be physically received by the State of Utah, Department of Administrative Services, Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114 prior to 3:00 p.m. MT; April 29, 2003.

Late Proposals will not be accepted under any circumstances and will be returned to the offeror unopened.

The outside cover of the package containing the technical proposal shall be marked:

Alternative Dispute Resolution Project
Technical Proposal
(Offeror Name)
Proposal Closing Date and Time
Bid Number: _____

The outside cover of the package containing the price proposal shall be marked:

Alternative Dispute Resolution Project
Price Proposal
(Offeror Name)
Proposal closing Date and Time
Bid Number: _____

Any amendments to the technical or price proposals shall be submitted in the same manner consistent with the instructions described in this section and clearly labeled as "Amendment to Price (or) Technical Proposals".

The name, title, mailing address, and telephone number of the offerors' authorized agent with the authority to bind the firm and answer critical questions concerning the proposal must be stated clearly in both the price and technical proposals. Unnecessarily elaborate brochures or representations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Offerors must furnish all information requested in the technical and price proposals. References to literature submitted with previous proposals or otherwise will not satisfy this provision and may cause rejection of the proposal. All proposals received by the State shall upon receipt become and remain the property of the State.

1.3.7 Proposal Amendments and Rules for Withdrawal

Prior to the proposal due time and date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal, signed by the offeror's authorized agent, to the issuing office.

Offerors will be allowed to make amendments to their proposal prior to the proposal due time and date. These amendments must be submitted in accordance with the instructions in Subsection 1.3.6. The State will not accept any additions, revisions, or alterations to the proposal after the proposal due date.

1.3.8 Acceptance of Proposal

All proposals properly submitted will be accepted by the State. After receipt of the proposal, the State reserves the right to award a contract based upon the terms, conditions, premises, the RFP and the proposal of the selected offerors, without negotiation.

All proposals must be responsive to all requirements of the RFP in order to be considered for the contract award. Any submitted proposal shall remain a valid proposal for six months after the proposal due date.

The State also reserves the right to exclude any and all nonresponsive proposals from consideration for contract award. The State is not required to award to the offeror submitting the lowest dollar offer.

The State reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the offerors from full compliance with RFP specifications and other contract requirements if the offerors is awarded the contract. The State also reserves the right to require offerors, at their own expense, to submit written clarification of a proposal in the manner and the format that the State shall require.

1.3.9 Non-Disclosure of Proprietary Data

Offerors may request nondisclosure of trade secrets and other proprietary data identified in writing. If an offeror has requested in writing the non-disclosure of trade secrets and other proprietary data so identified, the procurement officer shall examine the request in the proposal to determine its validity prior to commencing the evaluation process. If the parties do not agree as to the disclosure of the data, the procurement officer shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal it will be disclosed. (ref. Utah Code Annotated §63-2-304(1)).

1.3.10 Oral Presentations

All responsive and responsible offerors whose proposals have been properly submitted and have passed the mandatory requirements (ref. 1.2.2) will be given the opportunity for oral presentations. The presentations will be scheduled for May 5 - 9, 2003. Offerors selected for oral presentations will be notified in advance of the date and time for their presentation. Every effort will be made to provide as much advance notice as possible. The presentation should be no longer than 30 minutes in length and must be conducted by the proposed project manager, with other personnel in attendance as may be requested by the Evaluation Committee.

The presentation should include an overview of the firm's Technical Proposal. The offeror will then respond to questions from the Evaluation Committee in regard to the presentation as well as their Technical Proposal.

1.3.11 Award Notice

The notice of the intent to award a contract will be available in the Purchasing Division office after the proposal evaluations are completed.

1.4 RULES OF PROCUREMENT

To facilitate the procurement, various rules have been established. They are described in the following subsections.

1.4.1 Restrictions on Communications with State Staff.

From the issue date of this RFP until a contractor is selected and the selection is announced, offerors are prohibited from communications with State of Utah officials and employees regarding this procurement except the Purchasing Agent identified in Subsection 1.3.2. the Contract Officer, and the Issuing Office. For violation of this provision, the State shall reserve the right to reject the proposal.

1.4.2 Cost of Preparing the Proposals

All costs incurred by the offerors during the preparation of their proposal will be borne by the offerors. The State of Utah will not reimburse the offeror for any such costs.

1.4.3 No Contingent Fees

The offeror must warrant in writing in the transmittal letter that it has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract.

For breach or violation of this provision, the State shall have the right to reject the proposal or annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingencies.

1.4.4 Disposition of Proposals

The proposal submitted by the successful offeror shall be incorporated into and become part of the resulting contract. All proposals received by the State shall, upon receipt, become and remain the property of the State of Utah. The State will have the right to use all concepts contained in any proposal, and this right will not affect the acceptance or rejection of the proposal. The selected proposal and supporting documentation will be made available for public inspection upon request following contract award. Proposals of offerors not selected for award will not be available for public inspection.

1.4.5 Use of Subcontractors

The successful offeror will be designated as the prime contractor and responsible for all of the work to be performed under this contract. Offerors must identify proposed subcontractors in their proposal. At a minimum, this identification shall include the name, address, and the scope of work to be performed by such subcontractors. Any subcontractor not listed at the time of proposal submission shall require the prior written approval of the Project Manager and Contract Officer.

1.4.6 Independent Price Determination

The offeror must include a statement in the transmittal letter certifying that the price was arrived at without any collusion or conflict of interest, as described above. Should any conflict of interest be detected at any time during the contract, the contract shall be declared null and void, and the contractor shall assume all costs of this project until such time that a new contractor is selected. In addition, the offeror is prohibited from participating in multiple proposals in response to this RFP.

1.4.7 Insurance

Awarding of a contract will be contingent upon the offeror complying with the State's statutes regarding applicable insurance requirements. Evidence of compliance may be required.

SECTION 2 – RESERVED

SECTION 3.0 STATEMENT OF WORK

3.1 SECTION PURPOSE AND REQUIREMENTS

The purpose of this section is to generally describe the scope of work, the nature of the ADR pilot programs, and performance standards.

3.1.1 General Information

The intent of the proposed contract is to provide technical expertise in the design, development, and implementation of two ADR pilot programs and to consult with the ADR Council as described in this section. Due to the short-term nature of the pilot project and a sense of urgency in implementing the ADR pilot programs as specified in this RFP a strong track record in design and development of ADR systems is critical to the success of the program.

3.2 PILOT PROGRAMS

3.2.1 Career Service Review Board ("CSRB")

As authorized by section 67-19a-202 of the Utah Code, the CSRB serves as the final administrative body to review grievances and appeals from Utah state career service employees and state agencies concerning decisions about promotions, dismissals, demotions, suspensions, written reprimands, wages, salary, personnel rules violations, benefits, reductions in force and abandonment of position. The CSRB pilot seeks to incorporate voluntary ADR processes to resolve grievances or appeals outside of CSRB's formal litigation processes. The grievances and appeals filed may concern emotionally charged, high stakes issues and may pertain to individuals or groups of employees. The parties may appear pro se or through legal counsel or other representative.

The CSRB ADR pilot will be developed under the direction of the CSRB Administrator with assistance of his staff and interested members of the ADR Council.

The CSRB is governed by Title 67, Chapter 19a of the Utah Code and by Utah Administrative Code R137-1-1 through R137-1-23.

3.2.2 Department of Human Services – Office of Licensing ("OL")

As authorized by sections 62A-1-105 and 62A-2-101 of the Utah Code, the OL oversees the licensure of public and private agencies that provide human services programs as provided by law. The OL pilot seeks to initially incorporate ADR processes into its review and appeal procedures pertaining to corrective actions against a licensee for non-compliance and appeals from decisions to deny, suspend or revoke licenses for service providers and facilities. The pilot will lay the groundwork to expand the ADR program to other Department programs, including Child Welfare, Youth Corrections, Substance Abuse and Mental Health, Aging and Adult Services, and Services for People with Disabilities.

The issues involved in these actions may range from minor to serious compliance and public safety issues. Parties to the action may include license applicants, licensees, licensees' clients, and regulators.

The OL pilot will be developed under the direction of the DHS Regional Relations Administrator, with assistance from DHS staff and interested members of the ADR Council.

The Office of Licensing is governed by Title 62A, Chapter 2 of the Utah Code and by Utah Administrative Code R501 et. seq.

3.3 DUTIES AND RESPONSIBILITIES

3.3.1 Consult and Advise the Pilot Program Committees

Consult with the directors of the each pilot program to design custom ADR systems that fit within each agency's needs and legal parameters. The ADR programs are intended to improve the agency's response to disputes while reducing costs and staff time and the volume of cases on the administrative appeals calendars.

Assist each agency to develop intake procedures, tracking and monitoring procedures, feedback or evaluation procedures and public information materials.

3.3.2 Consult and Advise the ADR Council

Assist the Council to develop policies and procedures to govern ADR systems in state agencies, to identify ADR resources and ensure access to neutrals and training opportunities. Consult with the Council to determine criteria for mediator training and certification.

Assist the ADR Council to prepare an annual report for the Governor summarizing the ADR activities for the previous fiscal year.

Advise and assist the Council to produce reports or statistical information as required by the William and Flora Hewlitt Foundation.

SECTION 4.0 PROPOSAL REQUIREMENTS

4.1 OVERVIEW

The technical and price components of the offeror's proposal shall comply with the content requirements outlined in this Section. As stated in Subsection 1.3.6, technical and price proposals shall be separately packaged and labeled for submission. The technical proposal package shall also include the offeror's transmittal letter. Requirements for each of these items are presented in the following subsections 4.2 and 4.3.

4.2 TRANSMITTAL LETTER

The transmittal letter shall be submitted on the offeror's business letterhead. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively as a response to this RFP. The transmittal letter must be signed by an individual authorized to commit the company to the scope of work proposed. In addition, the transmittal letter must include:

Identification of the offeror's corporation or other legal entity and all subcontractors and contract staff, if any, including the percentage of work (as measured by percentage of total price) to be performed by the prime contractor;

If any subcontractors are used, a statement of responsibility for performance of the tasks assigned to a subcontractor, an outline of those tasks, and a statement of agreement to the requirements of this RFP;

A reference to all RFP addenda received by the offeror to ensure that the offeror is aware of all such addenda; if no addenda have been received, a statement to that effect should be included;

A statement acknowledging and agreeing to all of the rights of the Council and the State of Utah contained in the provisions of this RFP, including procurement rules, terms and conditions, and all other rights and terms specified in this RFP;

Certification that the Contractor's offer will be firm and binding without any reference to the price submitted for six months from the due date for receipt of proposals, as referenced in Chapter 1, Subsection 1.3.8;

Certification that no contingent fees have been paid for purposes of securing this contract, as referenced in Chapter 1, Subsection 1.4.3;

Certification of independent price determination as referenced in Chapter 1, Subsection 1.4.6 of this RFP;

Certification that the offeror has no knowledge of a conflict of interest .

A statement that no cost or pricing information has been included in the technical proposal;

All proposals submitted by corporations must contain a certification by the secretary or other appropriate official, other than the signer of the proposal, that the official signing the proposal has the authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal.

4.3 PROPOSAL BOND

A Proposal Bond is not required. However, the Council reserves the right to cancel any award and re-award the contract to the next most qualified offeror if the successful offeror fails to sign a contract by May 19, 2003, or such other later date set by the Council.

4.4 TECHNICAL PROPOSAL REQUIREMENTS

The technical proposal submitted in response to this RFP shall include and be organized into the following sections:

Executive Summary; Contract Performance; and, Corporate Experience.

Items to be included under each of these headings are identified in the following paragraphs. Each section within the technical proposal should include all items listed below, since the evaluation of proposals may be done on a section-by-section basis.

4.4.1 Executive Summary

The Executive Summary should contain a condensed review of the contents of each of the two major sections of the technical proposal to provide the members of the Evaluation Committee with a broad understanding of the entire proposal. The Executive Summary should present highlights from the offeror's to Contract Performance. A brief discussion of the offeror's overall approach to understanding the ADR Council environment should be presented. If any of the major requirements cannot be met by the offeror or any assumptions or constraints should also be discussed in the Executive Summary. An overview of the offeror's organization and prior experience should conclude the Executive Summary.

4.4.2 Contract Performance

This section of the technical proposal shall describe the offeror's approach to contractor responsibilities found in the Statement of Work. The approach to contract performance shall also include a discussion of how the offeror will comply with the requirements contained in Section 3.

A sample similar project work plan, including specific milestones and timelines for completion must be included in this section of the offeror's proposal or identified in this section and provided as an Appendix to the proposal.

The offeror's proposed approach to contract management during all the phases of the project should also be provided. This discussion should include references for past performance. Physical location for all contract functions should be identified in this section. Specific required items within these areas are listed in the following paragraphs.

General Performance Requirements

This subsection of the Contract Performance Section shall describe the offerors approach to the general requirements identified in Section 3. A general, but thorough and concise, overview of the offeror's assessment of the work to be performed and the offeror's ability to meet those aims.

Contractor Responsibilities

The material submitted in this section shall address:

The offeror's approach to contract start-up tasks;

The offeror's schedules and time frames;

The offeror's approach to completing the responsibilities described in Section 3 of this RFP;

This section must also demonstrate the offeror's understanding of the desired overall performance expectations as well as how well the offeror can meet the requirements.

4.4.3 Corporate Experience

The Corporate Experience section of the technical proposal shall include specific previous experience and general corporate information. Minimum information required under each of these major headings is described in the following paragraphs.

Previous Experience

A history of the offeror's previous experience with ADR programs or any other similar programs of any other governmental entity and any experience in design of ADR programs similar to what is being requested in this RFP. Indicate all previous experience with government agencies, programs, or systems. In each case, list the client's name, type of program, type of contract (including types of services provided), and inclusive dates of the contract. In addition, for projects within the last five years, provide the name, address, and current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the offeror's performance and who may be contacted by the Evaluation Committee during the evaluation process. The Evaluation Committee may contact other references in addition to those provided by the offeror in this section of the technical proposal.

Project Personnel

The Project Personnel section of the technical proposal shall contain resumes for all proposed key personnel and descriptions of minimum qualifications for all other involved positions. Project staffing charts showing estimates of staff-hours or full-time equivalents for all phases of the project shall also be submitted.

Resumes of the Project Manager and other key personnel are required. Key personnel are defined as those individuals who occupy management positions such as supervisory, team leaders, specialists, etc.

Project Descriptions

A project description of each of the references listed above shall be included. It shall include the scope of work on the project, indicating personnel requirements and the deliverables, where applicable. The project descriptions shall provide a detailed description of the work performed, purpose of the program, public or private sector program, the time period of the project, and contract costs.

In the event the offeror participated on an ADR program design team, a description of their individual role in the design and development process for each project should be included.

Responsive offerors must demonstrate and provide detailed information on the following:

- Experience designing each phase of an ADR project, including planning, assessment of conflict points, stakeholder analysis, intake, methods for determining the appropriate ADR approach, hands-on service delivery, metrics and monitoring of success;

- Experience in facilitating a participative design process; and

- A comprehensive knowledge of ADR, either through training or experience.

Corporate Information

If the offeror is doing business as an incorporated or registered legal entity, provide the following:

Date established;

Ownership (public company, subsidiary, partnership, etc.); and,

Employee resources and extent that they are dedicated to other contracts.

Samples

Samples of reports, documentation, needs assessments, etc. used by the offeror on previous project must also be submitted, as well as a proposed work plan for this project.

4.5 PRICE PROPOSAL REQUIREMENTS

4.5.1 Price Proposal Format

The Utah ADR Council has received a private grant from which \$70,000.00 has been allocated for this contract. As stated in subsection 1.1.4 the initial contract period shall be for one year with renewal options available as funding is available. Therefore, offerors are not required to provide a cost analysis limited to a full expenditure of the full allocated amount in a one year period, i.e. the cost analysis may span two years, e.g. up to a total of \$40,000.00 in year one and \$30,000.00 in year two.

The Price Proposal must contain a detailed cost analysis representing how the offeror proposes to apportion the available funds and internal budgeting. The cost analysis should contain a comprehensive breakdown of all charges associated with the scope of work specified in Section 3 of this RFP, including personnel hourly rates, travel expenses, etc. The evaluation of the price proposal will place considerable emphasis on the Council receiving the greatest return on the funds spent therefore offerors should provide as much detail as possible to permit the Evaluation Committee to score accurately. (ref. subsection 5.5)

4.5.2 Contract Reimbursement

All contractor reimbursement paid under this contract shall be on the basis of the acceptability and timeliness.

SECTION 5.0 PROPOSAL EVALUATION

5.1 OVERVIEW

The Council, through a pre-selected Evaluation Committee, will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort.

The evaluation will be conducted in four phases:

- Phase I - Evaluation of Mandatory Technical Requirements;
- Phase II - Evaluation of Technical Proposals and Oral Presentations;
- Phase III - Evaluation of Price Proposals;
- Phase IV - Ranking and Selection.

These phases are described in the sections following the discussion of the proposed evaluation organization.

5.2 EVALUATION ORGANIZATION

An Evaluation Committee will be established by the Council in the selection of the contractor.

The Evaluation Committee will be comprised of Council. The Evaluation Committee will be responsible for reviewing and scoring the proposals received in response to this RFP.

Council and State officials who are not members of the committee may observe the evaluation and selection process. The Council reserves the right to alter the composition of the committee and their responsibilities.

5.3 PHASE I - EVALUATION OF MANDATORY TECHNICAL REQUIREMENTS

The purpose of this phase is to determine if each technical proposal is sufficiently responsive to the RFP to permit a complete evaluation of it.

Proposals will be evaluated to determine if they comply with the instructions to offerors listed in Sections 1 and 4 of this RFP. Failure to comply with the instructions may deem a proposal nonresponsive, except that the Council reserves the right to waive minor irregularities and request compliance from the offeror. Any technical proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Council. The Council reserves the right to reject any and all proposals.

5.4 PHASE II - EVALUATION OF TECHNICAL PROPOSALS AND ORAL PRESENTATIONS

Only those proposals passing the mandatory technical requirements will be considered in Phase II.

Corporate and personnel reference checks will also be made as part of the evaluation process. Reference checks will not be limited to specific customer references cited in the proposal.

5.4.1 Technical Proposal Categories and Points

The evaluation of technical proposals will involve point scoring of each proposal in each of the two areas according to pre-established criteria. Scoring of the two major areas in each technical proposal shall be done using pre-established criteria and predefined scoring values. Each criterion within an area will be independently scored by evaluators. These tallied scores will then be compared to threshold minimums if thresholds are used. Points for proposals will be assigned using a mathematical calculation.

5.4.1.1 A maximum of forty points will be available for each technical proposal. The areas and their maximum points available are as follows:

Contract Performance	20
Corporate Experience	20

Pass/Fail questions related to the Executive Summary may also be used for evaluation purposes.

Detailed evaluation criteria have been developed to cover each of these areas. Offerors should note that the entire evaluation will place considerable emphasis on demonstrated experience, and past performance. Where experience and/or training is indicated, experience is preferred.

The Council may choose to use minimum threshold levels to establish which proposals are technically responsive. If thresholds are used, they will be a two stage process, and each threshold must be achieved to proceed with the price proposal evaluation. The thresholds would be:

Minimum of seventy-five percent for each of the two areas, which are point-scored;

Minimum of 30 total points scored.

The following paragraphs describe in general terms the factors covered by the detailed criteria.

5.4.1.2 Contract Performance

The evaluation of the proposal requirements and performance standards will focus on the adequacy of the offeror's proposed approach to all the responsibilities identified in this RFP. It will also assess the extent of planning for successful completion of the pilot projects.

The proposed approach for meeting performance requirements will be considered in terms of the offeror's capability, completeness, acceptability, and compliance with RFP standards. The adequacy of the proposed approach to contract management will be assessed as well as the offerors previous performance on other similar projects.

5.4.1.3 Corporate Experience/Reference Checks

5.4.1.3.1 The evaluation of the corporate experience will focus on the combinations of corporate qualifications and the quality of past experience. The detailed evaluation criteria will cover the following:

Corporate resources of the organization, including personnel, methodologies, and financial stability;

Relevance and quality of experience in areas such as:

Designing ADR programs for the public sector;

Successful implementation of multiple ADR design programs;

General governmental experience;

Experience designing case management or tracking systems and program evaluation systems;
and

Program marketing or public relations strategies.

5.4.1.3.2 The Council will conduct reference checks to verify the accuracy of submitted materials and to ascertain the quality of the experience. The Council reserves the right to pursue any or all

references; either submitted or Council-researched, to assist in completing this component of the Technical Proposal evaluation.

5.4.1.3.3 Quality of Samples

The quality of the offeror-submitted samples of their project work plans and a sample of a proposed project work plan for this project will be evaluated to ensure that the Council will not receive a poorly planned and inexperienced contractor. Additionally, as required in Section 4.4.3 of this RFP, the samples of the offeror's previous projects' reports, documentation, needs assessments, etc. will also be examined and evaluated.

5.4.2 Oral Presentations

As stated in Section 1.3.10 of this RFP, all responsive and responsible offerors whose proposals have been properly submitted and have passed the mandatory requirements (ref. 1.2.2) will be given the opportunity for oral presentations. The presentations will be scheduled for May 5 -9, 2003. The presentation should be no longer than 30 minutes in length and must be conducted by the proposed project manager, with other personnel in attendance as may be requested by the Evaluation Committee. The presentation should include an overview of the firm's Technical Proposal. The offeror will then respond to questions from the Evaluation Committee in regard to the presentation as well as their Technical Proposal.

The oral presentations will be evaluated by the Evaluation Committee on such areas as project management, personnel experience and knowledge, understanding of the proposed project and scope of work identified in Section 3 of this RFP, etc. A maximum of 40 points will be available for oral presentations.

5.4.3 Assigning Point Values to Technical Proposals and Oral Presentations

The combined total of each of the two main areas evaluated in a technical proposal will be combined with the respective offerors' oral presentation score to determine a final technical score.

5.5 PHASE III - EVALUATION OF PRICE PROPOSALS

If thresholds are used by the Council, only those technical proposals passing both criteria will be considered for Phase III evaluation. For each technical proposal considered in Phase III, the corresponding price proposal will be evaluated to determine its compliance with the instructions to offerors listed in this RFP. The cost analysis will be examined to determine reasonableness, cost effectiveness, and overall value. Any price proposal that is incomplete or in which there are significant inconsistencies, unreasonable variances among the years, or inaccuracies may be rejected by the Council. No deviations, qualifications, or counter offers will be accepted. The Council reserves the right to reject all proposals.

The offeror-submitted cost analysis as specified in subsection 4.4.1 of this RFP will be used for purposes of evaluation and point award. A maximum of twenty points will be available to each Price Proposal.

5.6 PHASE IV - RANKING AND SELECTION OF PROPOSALS

After the price proposals have been scored, the points awarded to the price proposals will be added to the points awarded to the respective technical proposals to determine the final ranking. The highest possible score is one hundred points. Contract award is contingent upon Department of Administration, Division of Purchasing approval. Every effort will be made by the Council, both before and after selection, to facilitate rapid approval and contract start.



**Alternative Dispute Resolution Project
Solicitation Number: RM3128**

Price Proposal

Michele Straube and James Holbrook propose to use a teamed approach for providing consulting services to the State of Utah (State) on alternative dispute resolution (ADR) programs for State administrative agencies. In doing so, Ms. Straube and Mr. Holbrook will bring the best of two experience sets to providing technical assistance in the design, development, and implementation of two pilot ADR projects, as well as supporting and facilitating a participative process with affected State agencies to design and develop statewide ADR programs under the direction of the ADR Council. This submission provides detailed price information and qualifications as specified in the State's April 11, 2003 Request for Proposal (RFP). The Price Proposal is supported by a Technical Proposal which is submitted as a separate package.

CommUnity Resolution, Inc. will be the prime contractor on this project, with Jim Holbrook as a subcontractor. Michele Straube, President, is CommUnity Resolution, Inc.'s authorized agent with full authority to bind the firm and answer critical questions concerning this proposal. She can be contacted at:

CommUnity Resolution, Inc.
2915 E. Oakhurst Drive
Salt Lake City, UT 84108
801-583-6362; 801-582-2043 (fax)
mstraube@mindspring.com



Cost Analysis

We propose to allocate the grant funding available from the Hewlett Foundation between two years:

- \$50,000 for Year 1
- \$20,000 for Year 2.

The Straube/Holbrook team will bill on an hourly basis, but view the contract as a fixed fee arrangement. If hours and expenses in Year 1 are less than \$50,000, any excess amount will be left over for use in Year 2. If hours and expenses in Year 1 exceed \$50,000, billing will cease but all work will continue. All tasks identified in the contract as Year 1 tasks will be completed fully and in a timely manner, regardless of the level of funding remaining in the contract.

Michele Straube and Jim Holbrook will each bill \$100/hour under this contract. (Note that this is less than their regular billing rate.) To the extent that law students will be assisting under this contract, we will attempt to get clinical interns from the University of Utah S.J. Quinney College of Law, who work for law school credit rather than money. If clinical interns are not available, law students are paid \$15/hour. Administrative assistance will be billed at cost, or we will use state administrative resources as available and appropriate.

No travel expenses are anticipated for work within the Salt Lake City area. If travel outside Salt Lake City is needed (possibly to conduct interviews), direct costs only will be billed.



Some direct costs for long distance phone calls and copying may be incurred, which will be billed at cost. To the extent possible, we will try to have copying done at state facilities to reduce direct costs (ODCs).

Thank you for the opportunity to submit a proposal to assist the ADR Council in providing ADR services to administrative agencies in Utah.

Michele Straube

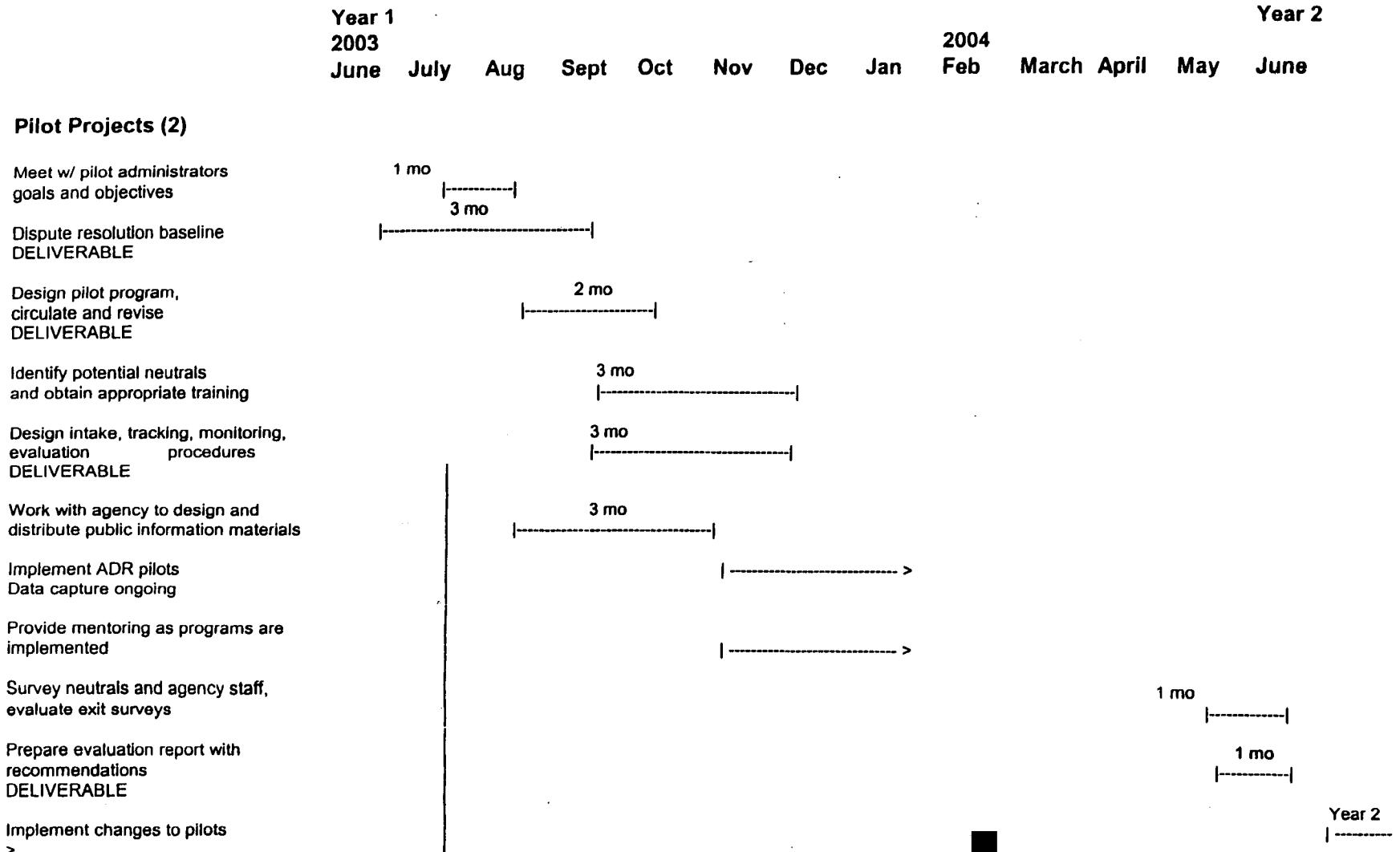
Michele Straube
CommUnity Resolution, Inc.
2915 E. Oakhurst Drive
Salt Lake City, UT 84108
801-582-6362; 801-582-2043 (fax)
mstraube@mindspring.com

s/ James Holbrook ms

James Holbrook, Esquire
Visiting Clinical Professor
S.J. Quinney College of Law
University of Utah
332 South 1400 East
Salt Lake City, UT 84112-0730
801-585-9693; 801-581-6897 (fax)
holbrookj@law.utah.edu

ATTACHMENT E PROJECT WORK PLAN/SCOPE OF WORK

State of Utah Alternative Dispute Resolution Project Project Work Plan / Scope of Work 6-11-03



Year 1

2003
June

July

Aug

Sept

Oct

Nov

Dec

Jan

2004
Feb

March

April

May

June

Year 2

Advise ADR Council

Identify existing mediator /
facilitator resources
DELIVERABLE

3 mo

Attend regular ADR Council meetings
to promote learning about ADR concepts
and success stories within Utah agencies

Identify state ADR needs and opportunities
Interviews as needed

3 mo

Analyze existing models in
other states

3 mo

Develop strategic options for
ADR in Utah state govt
DELIVERABLE

1 mo

Facilitate ADR Council review
and decisions re: options

2 mo

Develop policies and procedures
for options selected by ADR Council
DELIVERABLE

1 mo

Implement additional ADR options

Assistance with reporting – as needed
(report to Governor; report to Hewlett Foundation)

Year 2